



Jacobsville Contamination Site, OU 2, Project 1

## SuITRAC Subcontract No. S175-002-0

This Agreement made this 26th day of March 2012, by and between SuITRAC, hereinafter called Contractor, and Lawson Environmental Service, LLC hereinafter called General Subcontractor.

WITNESSETH:

WHEREAS, Contractor has solicited bids for all the work required to complete the hereinafter specified Jacobsville Neighborhood Soil Contamination Site, OU 2 Project 1, Remedial Action, and

WHEREAS, Contractor did on the 26th day of March 2012, find that General Subcontractor was the best value and responsive responsible bidder for the hereinafter-specified work and did award General Subcontractor a contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking, and agreements, the parties hereto do hereby agree as follows:

I. General Subcontractor agrees, at its own cost and expense, to do all the work and to furnish all the labor, materials, equipment, and other property necessary to construct, install, and complete all the work and improvements included in the system. General Subcontractor agrees to do all work in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents for said work, and to perform, at its own cost and expense, all other things required of General Subcontractor by said Contract Documents for said work.

II. The Contract Documents are defined in the General Conditions.

III. Except to the extent otherwise allowed by the Contract Documents, General Subcontractor agrees to receive and accept the following unit prices and lump sum prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Contractor, and for all risks and every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of Contractor under them, also for any and all things required by the Contract Documents.

As full consideration for the satisfactory performance by General Subcontractor of this Agreement, Contractor shall pay to Subcontractor compensation in accordance with the prices set forth herein. Work shall be accomplished and invoiced on a fixed-unit price basis by line item as identified herein. Payment will be based on completion of the identified contract line items, not to exceed, as approved by Contractor's Project Manager.





## Jacobsville Contamination Site, OU 2, Project 1

For Jacobsville Neighborhood Soil Contamination Site Remedial Action, the prices are as follows:

Contract Line Item Pricing Table

BID ITEM	UNIT	UNIT PRICE	Est. QTY	EXTENDED PRICE
<b>SCOPE OF WORK</b> <span style="color: red;">Exemption 4, CBI</span>				
A1 Remediation of lead and arsenic contaminated residential properties.	EACH		468	
A2 Transportation and Disposal of lead and arsenic contaminated soils (NON-HAZ)	TONS		27,000	
A3 Transportation and Disposal of lead and arsenic contaminated soils (HAZ)	TONS		200	
A4 Restoration of residential properties.	EACH		468	
A5 O&M of sod and landscaping.	EACH		468	
A6 Removal and disposal of contaminated storm water.	GAL		20,000	
A7 Force Account. Includes as needed watering of property past 30 day requirement @ \$100.00 per property per day	NTE		1	
<b>Total Base Bid (including item A1 through A7)</b>				

*All other work to be performed by the Subcontractor is considered incidental to bid items listed in this table and will not be paid for separately.*

### Description of Contract Line Items

#### A1 Remediation Of Lead And Arsenic Contaminated Residential Properties

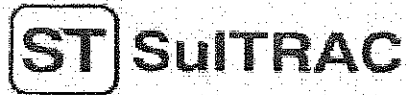
This item includes the following work: mobilization, project and site management, coordination of activities with property owners, preparing properties for excavation, excavation and backfilling of properties, providing traffic controls, general clean-up, and protection of project site. It should be noted that no staging of contaminated soil is allowable and all soil will have to be hauled directly to landfill for disposal (see Bid Item A2).

The work included in this item is payable on a per unit basis once the residential property is backfilled, compacted, graded, and ready for restoration.

#### A2 Transportation And Disposal Of Lead And Arsenic Contaminated Soils (NON-HAZ)

This item includes the following work: disposal testing and the transportation and disposal of contaminated soils as non-hazardous waste.





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The work included in this item will be paid based on tons delivered to the disposal facility based on certified scale tickets from the disposal facility.

### **A3 Transportation And Disposal Of Lead And Arsenic Contaminated Soils (HAZ)**

While it is not anticipated that soils excavated will exhibit hazardous characteristic for disposal, this item is provided in case it should occur. This item includes the following work: disposal testing, and transportation and disposal of contaminated soils as hazardous waste.

The work included in this item will be paid based on tons delivered to the disposal facility based on certified scale tickets from the disposal facility.

### **A4 Restoration Of Residential Properties**

This item includes the following work: a) replacement of trees, shrubs, flowers, borders, mulch, sprinklers, and all other items commonly considered part of a property's landscape, b) preparing all exposed soil areas for sod, and c) installing sod. All work to be completed in accordance with the individual property restoration agreements, the performance work statement, and technical specifications.

Note: If Bidder (with prior approval from SuITRAC) substitutes seed, gravel, or other material for final restoration it will be included as part of this Bid Item.

This item will also include, but is not limited to: a) repair or replacement of all damaged items; b) replacing fencing, driveways, and property owner's items moved or placed in temporary storage (swing sets, cars, pools, etc.); and c) removal of trash and cleaning all work areas (sweep or wash down sidewalks, driveways, and streets). This also includes repairing and restoring all adjacent private and public property impacted during the remediation work.

With approval from SuITRAC, the General Subcontractor may have the option of negotiating with Property Owner for the value of flower plants or vegetables removed and compensating the Property owner with a gift certificate, in lieu of replanting.

In lieu of providing and planting landscape materials (flowers, small shrubs, garden plants, etc), the Bidder may provide gift certificates from local nurseries (must be gift certificates redeemable for landscape materials only, no cash, checks, pre-paid credit cards, etc.). The Bidder is responsible for up to \$500.00 per property of the direct cost of these landscape materials (no labor, equipment, other costs, or mark-ups will be included when calculating this number). Trees and large shrubs are not included and must be planted and maintained by the Bidder.

The work included in this item is payable on a per unit basis once all landscaping, restoration, and repairs of the property is completed and is acceptable to property owner and SuITRAC.

### **A5 O&M Of Sod And Landscaping**

This item includes the operation and maintenance of the installed landscaping which includes, but is not limited to, the following: a) water plants and sod-lawns, b) repair of erosion and other soil settlement, c) replacing plant materials that have died, diseased, stress and stunted growth, and d) pruning, trimming, and mowing required to establish healthy growth.

The work included in this item is payable on a per unit basis 6 weeks after the property's landscaping was completely installed and accepted, and the landscaping shows vigorous and healthy growth at the end of 6 weeks.



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### A6 Removal And Disposal Of Contaminated Storm Water

This item, if required, will be used to compensate for the off-site disposal of contaminated storm water. All disposal of contaminated storm water must be pre-approved in writing by SuITRAC. This includes all costs associated with disposal of contaminated storm water (i.e. testing, transportation, PPE, waste manifests, etc).

This item will be paid on a per gallon basis.

### A7 Force Account

This item, if required, will be used to compensate for any force account work performed. Before any Force Account work is performed, subcontractor shall submit pricing to Contractor and receive prior written approval (see General Conditions). A Force Account item that is anticipated is the need for additional watering, past the 30 day requirement, of sod during the hot summer months to ensure that the sod establishes itself.

IV. In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are as follows:

1. Addendum Nos. 1, 2 and 3
2. General Conditions
3. Performance Work Statement
4. Technical Specifications
5. Contract Drawings
6. The Agreement

This Contract is intended to conform in all respects to applicable statutes of the state of Indiana and if any part or provision of this Contract conflicts therewith the said statute shall govern.

V. General Subcontractor agrees to commence work under this Contract within 7 calendar days of receipt of a written notice to proceed and to complete all work included in this Contract to the point of final acceptance by Contractor within 360 calendar days from the date of the notice to proceed, with all Construction activities being completed by the end of the 2012 construction season.

General Subcontractor shall, and agrees to, furnish and deliver to Contractor the Payment Bond, the Performance Bond, and the insurance certificates required of General Subcontractor by provisions of the Contract Documents, and to perform, prior to starting work, all other things which are required of General Subcontractor by the Contract Documents as a prerequisite of starting work.

VI. Contractor agrees with said General Subcontractor to employ, and does hereby employ, the said General Subcontractor to provide the materials and to do all the work and all the other things hereinabove contained or referred to, for the prices aforesaid, and Contractor hereby contracts to pay the same at the time, in the manner, and upon conditions set forth or referred to in the Contract Documents. The said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of covenants herein contained.

This Subcontract supersedes all previous understandings, written or oral, between the parties, and sets forth the entire understanding of the parties regarding this Subcontract. By accepting this Subcontract, the General Subcontractor agrees to be bound by the component parts as noted in IV above.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three original counterparts, each of which shall be deemed an original, on the date first above written.

Contractor is represented by the SuITRAC Joint Venture, which consists of Sullivan International Group, Inc. of San Diego, CA and TetraTech EM Inc. Both firms are parties to this Agreement.



Jacobsville Contamination Site, OU 2, Project 1

CONTRACTOR

Sullivan International Group, Inc.

By Bruce A. Quattrone

Name Bruce A. Quattrone

Title President

Attest

Title CONTRACTS MANAGER

Tetra Tech EM Inc.

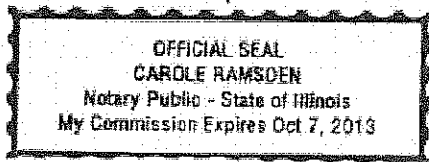
By Chad Dobre

Name Chad Dobre

Title Vice President

Attest

Title Notary Public



GENERAL SUBCONTRACTOR

Lawson Environmental Service, LLC

By Cecil Lawson

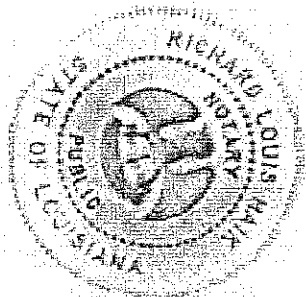
Name Cecil Lawson

Title President

Attest

Title Notary Public

#20716 prior to death



## ATTACHMENTS TO EXAMPLE SUBCONTRACT

Notice of Award

Notice to Proceed

SF-25 - Performance Bond Form

SF25A - Payment Bond Form

FAR Flowdown Clauses

General Conditions

Davis-Bacon Prevailing Wage Determination IN20006 1-13-12

Addendum No. 3 to Request for Proposal

Addendum No.2 to Request for Proposal

Addendum No. 1 to Request for Proposal

Request for Proposal

Lawson Proposal

Lawson ORCA Record

## NOTICE OF AWARD

To: Lawson Environmental Service, LLC  
(Contractor's Name)  
2108 Denley Road  
(Contractor's Address)  
Houma, LA 70363

Project: Jacobsville Neighborhood Soil Contamination Site, OU 2, Project 1, Evansville,  
Vanderburgh County, Indiana - Subcontract #

Owner/Obligee has considered the Bid submitted by you for the above described Work in response to its Request for Proposal dated January 19, 2012 and Instructions to Bidders. You are hereby notified that your Bid has been accepted for the work in the amount of [REDACTED] **Exemption 4, CBI**

You are required by the Instructions to Bidders to execute the Agreement and furnished the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within 10 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Certificates of Insurance within 10 calendar days from the date of this Notice, Owner/Obligee will be entitled to consider all of your rights arising out of Owner/Obligee's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Owner/Obligee will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award to Owner/Obligee.

Dated this 26th day of March, 2012.

Sullivan International Group, Inc. for SuITRAC

(Owner/Obligee)

By:

Bruce Allen Matthews

Title:

President

## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

For: Lawson Environmental Service, LLC

This 27th day of March, 2012.

By:

Geal James

Title:

President

## NOTICE TO PROCEED

Date: \_\_\_\_\_

To: Lawson Environmental Service, LLC  
(Contractor's Name)

2108 Denley Road  
(Contractor's Address)

Houma, LA 70363

Project: Jacobsville Neighborhood Soil Contamination Site, OU 2, Project 1,  
Evansville, Vanderburgh County, Indiana, Subcontract No.

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, 2012 and you are to complete the Construction Activities by the end of the 2012 construction season and all activities within 365 consecutive calendar days thereafter. The date of completion of All Work under this project is therefore, \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Owner/Obligee)

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

For: Lawson Environmental Service, LLC

This \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_

Title: \_\_\_\_\_



<b>PERFORMANCE BOND</b> (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB No.: 9000-0045 Expires: 11/30/2012
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION						
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND <table border="1"> <tr> <td>MILLION(S)</td> <td>THOUSANDS</td> <td>HUNDRED(S)</td> <td>CENTS</td> </tr> </table> <table border="1"> <tr> <td>CONTRACT DATE</td> <td>CONTRACT NO.</td> </tr> </table>	MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS	CONTRACT DATE	CONTRACT NO.
MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS				
CONTRACT DATE	CONTRACT NO.						

#### OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us, for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

#### CONDITIONS

The Principal has entered into the contract identified above.

#### THEREFORE

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

#### WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

#### PRINCIPAL

SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____	

#### INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)
NAME(S) (Typed)	1. _____	2. _____

#### CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1. _____	2. _____	
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		RATE PER THOUSAND (\$)	TOTAL (\$)
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**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
STATE OF INCORPORATION				
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum, for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation, is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		Corporate Seal
	(Seal)	(Seal)		
NAME(S) (Typed)	1.	2.		Corporate Seal
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

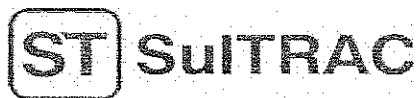
In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.





## Jacobsville Contamination Site, OU 2, Project 1

### FEDERAL ACQUISITION REGULATION PROVISIONS

The following FAR clauses are incorporated in this subcontract by reference with the same force and effect as if they were presented in full text. For purposes of this subcontract, with respect to these referenced clauses, the terms "Government" and "contracting officer" shall be construed to mean "Contractor" and "subcontract administrator," respectively; and the terms "Contractor" and "contract" shall be construed to mean "General Subcontractor" and "subcontract," respectively, as applicable. Notwithstanding the foregoing, nothing in this subcontract shall give SulTRAC any rights in technical data or inventions produced or delivered hereunder or any rights to audit proprietary Subcontractor books, records, or accounts. All such rights shall be reserved to the Government as provided in the applicable FAR clause. Further, the foregoing definitions of "Government" and "contracting officer" shall not apply to the following: FAR clauses 52.215-02, Audit-Negotiation; 52.230-03, Disclosure and Consistency of Cost Accounting Practices; and 52.230-05, Administration of Cost Accounting Standards.

<u>FAR CLAUSE</u>	<u>TITLE OF REGULATION</u>	<u>FAR CLAUSE</u>	<u>TITLE OF REGULATION</u>
52.202-01 Jul 2004	Definitions	52.223-06 May 2001	Drug-Free Workplace
52.203-03 Apr 1984	Gratuities	52.223-13 Aug 2003	Certification of Toxic Chemical Release Reporting
52.203-05 Apr 1984	Covenant Against Contingent Fees	52.223-14 Aug 2003	Toxic Chemical Release Reporting
52.203-06 Jul 1995	Restrictions on Subcontractor Sales to the Government	52.225-13 Jul 2005	Restrictions on Certain Foreign Purchases
52.203-07 Jul 1995	Anti-Kickback Procedures	52.227-01 Dec 2007	Authorization and Consent
52.203-10 Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity	52.227-02 Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.203-12 Jun 2003	Limitation on Payments to Influence Certain Federal Transactions	52.227-14 Dec 2001	Rights in Data General
52.204-04 Aug 2000	Printing/Copying Double-Sides on Recycled Paper	52.227-16 Dec 2001	Additional Data Requirements
52.209-06 Jan 2005	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.229-03 Apr 2003	Federal, State, and Local Taxes
52.211-10 Apr 1984	Commencement, Prosecution, and Completion of Work. Alternate I	52.230-04 Aug 1992	Consistency in Cost Accounting Practices
52.214-27 Oct 1997	Price Reduction for Defective Cost or Pricing Data Modifications	52.232-05 Sep 2002	Payments under Fixed-Price Construction Contracts
52.215-02 Jun 1999	Audit-Negotiation	52.233-01 Jul 2002	Disputes
52.215-19 Oct 1997	Notification of Ownership Changes	52.233-02 Sep 2006	Service of Protest
52.216-07 Dec 2002	Allowable Cost and Payment	52.233-03 Aug 1996	Protest After Award
52.216-24 Apr 1984	Limitation of Government liability (See Note 1.)	52.233-04 Oct 2004	Applicable Law for Breach of Contract Claim
52.219-14 Dec 1996	Limitation on Subcontracting	52.236-05 Apr 1984	Material and Workmanship
52.222-01 Feb 1997	Notice to the Government of Labor Disputes	52.236-07 Nov 1991	Permits and Responsibilities
52.222-03 Jun 2003	Convict Labor	52.237-02 Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.222-04 Jul 2005	Contract Work Hours and Safety Standards Act Overtime Compensation	52.237-03 Jan 1991	Continuity of Service
52.222-06 July 2005	Davis-Bacon Act	52.242-01 Apr 1984	Notice of Intent to Disallow Costs
52.222-07 Feb 1988	Withholding of Funds	52.242-13 July 1995	Bankruptcy
52.222-08 Feb 1988	Payrolls and Basic Records	52.242-15 Aug 1989	Stop Work Order
52.222-09 July 2005	Apprentices and Trainees	52.243-01 Sep 2000	Changes – Fixed Price
52.222-26 Apr 2002	Equal Opportunity and Alternate I	52.244-02 Aug 1998	Subcontracts
52.222-35 Dec 2001	Equal Opportunity for Special Disabled and Vietnam Era Veterans and Other Eligible Veterans and Alternate I	52.244-05 Dec 1996	Competition in Subcontracting
52.222-36 Jun 1998	Affirmative Action for Handicapped Workers and Alternate I	52.244-06 Feb 2006	Subcontracts for Commercial Items
52.222-37 Dec 2001	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	52.246-04 Apr 1984	Inspection of Services – Fixed Price
52.223-03 Jan 1997	Hazardous Material Identification and Material Safety Data	52.246-20 May 2001	Warranty of Services
		52.246-25 Feb 1997	Limitation of Liability Services
		52.248-01 Feb 2000	Value Engineering
		52.249-02 May 2004	Termination for the Convenience of the Government
		52.249-14 Apr 1984	Excusable Delays

GENERAL CONDITIONS

## 1. DEFINITIONS

Wherever used in these General Conditions or in other contract documents, the following terms shall have the meanings indicated for both the singular and plural.

- 1.1 "Addenda" -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
- 1.2 "Agreement" -- The written agreement between Contractor and General Subcontractor covering the work to be performed; other Contract Documents are attached to the Agreement and become part of it.
- 1.3 "Application for Payment" -- The form accepted by Contractor which is to be used by General Subcontractor in requesting progress payment or final payment and should include such supporting documentation as is required by the Contract Documents. A copy of the form is bound with these Contract Documents.
- 1.4 "As directed," "as permitted," "reviewed," "acceptable," "approved," and similar words mean the direction, requirements, permission, approval, or acceptance of Contractor unless stated otherwise.
- 1.5 "As shown," "as indicated," "as detailed," and similar words refer to drawings unless stated otherwise.
- 1.6 "Bid" -- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.7 "Bidding Documents" -- Request for Proposal, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.8 "Bidding Requirements" -- The Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.
- 1.9 "Bonds" -- Performance and Payment bonds as well as other instruments of security.
- 1.10 "Change Order" -- A written document recommended by Contractor, which is signed by General Subcontractor and by Contractor authorizing an addition, deletion, or revision of the work or an adjustment in the Contract Price or Time, issued on or after the effective date of the Agreement.
- 1.11 "Contract Documents" -- The Subcontract Agreement, Addenda (which pertain to the Contract Documents), , the Notice to Proceed, the Bonds, these General Conditions of the Contract, the Specifications, and the Drawings, together with all written Amendments, Change Orders, Work Change Directives, Field Orders issued on or after the Effective Date of the Agreement. Shop drawings submittals approved are not Contract Documents.
- 1.12 "Contract Price" -- The money payable by Contractor to General Subcontractor under the Contract Documents as stated in the Agreement and subject to the approximate quantities provisions in the Instructions to Bidders in the case of Unit Price work.
- 1.13 "Contract Time" -- The number of days or the date stated in the Agreement for the completion of the Work so that it is ready for final payment.
- 1.14 "Contractor" -- SulTRAC, Chicago, Illinois, acting through its authorized representatives. SulTRAC is a Joint Venture between Sullivan International Group Inc. and Tetra Tech EM Inc.
- 1.15 "General Subcontractor" -- The person, firm, or corporation with whom Contractor has entered into the Agreement.

- 1.16 "Day" -- A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.17 "Defective" -- An adjective referring to work that is unsatisfactory, faulty, deficient, does not conform to Contract Documents, does not meet the requirements of the inspections, reference standards, tests, or approval referred to in the Contract Documents, or has been damaged prior to Contractor's recommendation of final payment.
- 1.18 "Drawings" -- The drawings which show the scope, extent, and character of the work to be performed by General Subcontractor and which have been prepared or approved by Contractor and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.19 "Effective Date of the Agreement" -- The date the Agreement becomes effective. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.20 "Field Order" -- A written order issued by Contractor requiring a minor change in the work, without involving a change in Contract Price or Time.
- 1.21 "Final Acceptance" -- The date when the construction of the project is complete in accordance with the Contract Documents. In the final Application for Payment, all monies due General Subcontractor have been paid.
- 1.22 "General Requirements" -- Sections of Division 1 of the specifications.
- 1.23 "Inspector" -- The engineering or technical inspector duly authorized or appointed by Contractor for the particular duties entrusted to him.
- 1.24 "Major Equipment" -- The equipment itemized by name in the Bid Form and in the Agreement and which are to be furnished and installed under the Contract.
- 1.25 "Modification" -- A written amendment to the Contract Documents, a Change Order, or a Field Order. A modification may only be issued after the effective date of the Agreement.
- 1.26 "Notice" -- The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, signifies a written communication delivered in person or by certified or registered mail to an individual, a member of a firm, or to the officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last known address.
- 1.27 "Notice of Award" -- The written notice by Contractor to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Contractor will sign and deliver the Agreement. Notice of Award is contingent upon specified pre-award activities.
- 1.28 "Notice to Proceed" -- A written notice given by Contractor to General Subcontractor fixing the date Contract Time will commence and General Subcontractor shall begin fulfilling General Subcontractor's obligation under the Contract Documents.
- 1.29 "Or Equal" -- The term "or equal" indicates a product that is the same or better in terms of function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by Contractor. Such equal products shall not be purchased or installed by the contractor without written authorization.
- 1.30 "Obligee" or "Owner/Obligee" or "Owner/Contractor" -- For this project, U.S. Environmental Protection Agency and SulTRAC
- 1.31 "Owner" -- U.S. Environmental Protection Agency (Assisted by SulTRAC)

- 1.32 "Project" -- The total construction, where the work to be provided under the Contract Documents may be the whole or a part, as indicated in the Contract Documents.
- 1.33 "Provide" -- When used in the specifications, this term means to furnish and install.
- 1.34 "Resident Project Representative" -- The authorized representative of Contractor assigned to the site or any part of the site.
- 1.35 "Shop Drawings" -- All drawings, diagrams, illustrations, schedules, and other data specifically prepared by or for General Subcontractor to illustrate some portion of the work. Shop drawings may include illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by General Subcontractor to illustrate material or equipment for some portion of the work.
- 1.36 "Site Safety Plan" -- The term "Site Safety Plan" refers to the plan prepared by General Subcontractor that describes expected safety practices at the project site, required levels of protection relative to the hazardous material (if any), and operational constraints at or near the site.
- 1.37 "Specifications" -- Technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and to certain administrative details associated with it.
- 1.38 "Subcontractor" -- An individual, firm, or corporation having a direct contract with General Subcontractor or with any other Subcontractor for the performance of a part of the work at the site.
- 1.39 "Substantial Completion" -- The date as certified by Contractor when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.40 "Supplier" -- A manufacturer, fabricator, supplier, distributor, material handler, or vendor.
- 1.41 "Work" -- All labor necessary to produce the construction required by the Contract Documents, and all material and equipment incorporated or to be incorporated in the project.

## 2. CONTRACT DOCUMENTS

### 2.1 General

The Contract Documents include the following general classifications of documents and include all additions, deletions, and modifications incorporated therein before the execution of the Agreement:

- Bidding Documents
- Contractual Documents
- Conditions of the Contract
- Performance Work Statement & Technical Specifications
- Drawings

### 2.2 Bidding Documents

The Bidding Documents issued by Contractor to assist bidders include:

- 2.2.1 Invitation to Bid bound herewith
- 2.2.2 Instructions to Bidders bound herewith
- 2.2.3 The Bid to perform the work described in the Contract Documents, properly signed and guaranteed.



- 2.2.4 Any Addenda issued during the time of bidding or forming a part of the Contract Documents shall be covered in the bid and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid.

### **2.3 Contractual Documents**

- 2.3.1 Agreement -- The Agreement covers the performance of the work described in the Contract Documents, including all supplemental addenda and all general and special provisions pertaining to the work or materials. The Agreement form is bound herewith.
- 2.3.2 Bonds -- At the time of execution of the Agreement, contractor shall furnish the following bonds payable to Contractor in the form set forth herein, secured by a surety company acceptable to Contractor.
- 2.3.2.1 Faithful Performance Bond in an amount equal to 100 percent of the total Contract Amount, conditioned upon the faithful performance of all covenants and stipulations under the contract. The bond shall hold good for a period of one year after the final acceptance of the work to protect Contractor against the results of defective materials, workmanship, and equipment during that time.
- 2.3.2.2 Payment Bond in an amount equal to 100 percent of the total Contract Amount for the payment of all persons, companies, or corporations who provide labor or furnish material to be used in the work under this Contract.
- 2.3.2.3 It is the responsibility of General Subcontractor to notify all surety companies and other signers of the bonds listed above, in order for surety companies to familiarize themselves with all of the conditions and provisions of this Contract. All surety companies and other signers shall waive their right of notification by Contractor of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by Contractor or its authorized employees or agents under the terms of this contract. The waiver by the surety companies and other signers shall in no way relieve the surety companies and other signers of their obligations under this Contract.

### **2.4 Conditions of the Contract**

The Conditions of the Contract include the following:

- 2.4.1 General and Special Conditions of the Contract bound herewith.
- 2.4.2 Federal laws and regulations applicable to this contract and bound herewith.
- 2.4.3 State laws and regulations applicable to this contract.

### **2.5 Specifications and Drawings**

- 2.5.1 Contract Specifications bound herewith and listed in the table of contents of these Contract Documents.
- 2.5.2 Contract Drawings including but not limited to those listed the Contract Documents.

### **2.6 Discrepancies**

Any discrepancies found between the Drawings and Specifications and the site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to Contractor, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done

by General Subcontractor after such findings, until authorized, will be done at General Subcontractor's risk.

## **2.7 Interpretation of Specifications and Drawings**

The Contract Specifications and the Contract Drawings are intended to be explanatory of each other. Any work indicated on the Drawings and not in the Specifications, or vice versa, is to be executed as if indicated in both. In the event of any doubt or question arising respecting the true meaning of the Specifications or Drawings, reference shall be made to Contractor and his decision thereof shall be final.

## **2.8 Dimensions**

Finished surfaces in all cases shall conform with the lines, grades, cross-sections, and dimensions shown on the Drawings. Deviations from the Drawings, as may be required by the exigencies of construction, will be determined by Contractor and authorized in writing by Contractor. If additional dimensions are required, they shall be requested from Contractor.

## **2.9 Titles and Headings**

2.9.1 The titles and subheadings printed on Drawings, in General Conditions, in Specifications, and elsewhere in the Contract Documents are inserted for the convenience of reference only, and shall not be taken or considered as having any bearing on the interpretation therefore.

2.9.2 Separation of the Specifications into divisions and sections shall not operate to make Contractor an arbiter to establish limits of work between General Subcontractor and subcontractors, or between trades.

## **2.10 Additional Drawings and Instructions**

2.10.1 The Drawings and Specifications are intended to be comprehensive and to indicate in more or less detail the scope of the work. Should it appear that the work to be done, or any of the matters relative thereto, is not sufficiently detailed or explained in these Contract Documents, including the Drawings, General Subcontractor shall apply to Contractor for such further explanations as may be necessary and shall conform thereto as part of this Contract, so far as may be consistent with the terms of the Contract.

2.10.2 In addition to these explanations Contractor may furnish additional drawings and instructions from time to time during the progress of the work to clarify or to define in greater detail the intent of the Specifications and Drawings. General Subcontractor shall make his work conform to all such additional drawings and instructions.

## **2.11 Copies Furnished**

2.11.1 Contractor will furnish to General Subcontractor, free of charge, 1 copy of the Contract Documents

2.11.2 Additional sets will be furnished at printing cost, based upon commercial printing rates.

# **3. OWNER-CONTRACTOR-ENGINEER RELATIONS**

## **3.1 Relationship of Parties**

General Subcontractor, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of Contractor. All benefits, coverages and claims of its employees shall be the sole obligation of General Subcontractor. Unless specifically

authorized by Contractor, General Subcontractor shall have no authority to make commitments of any kind on behalf of Contractor.

### **3.2 Rights-Of-Way**

General Subcontractor will secure all rights-of-way and easements for the work to be constructed under this Contract.

### **3.3 Surveys and Staking**

General Subcontractor will be responsible for all survey activities if required (currently it is not required on this project).

### **3.4 Suspension of Work**

Contractor may at any time, by written notice to the General Subcontractor, suspend the work, or any part thereof, by giving reasonable notice to General Subcontractor. The work shall be resumed by General Subcontractor on the date fixed in a written notice from Contractor to General Subcontractor.

If suspension of the work is due to no fault of General Subcontractor and not otherwise authorized by other provisions of the Contract Documents, Owner will reimburse General Subcontractor for such expense, if any, which is incurred by General Subcontractor in connection with the work under this Contract as a result of such suspension which would not have been incurred or reasonably required if there had not been such suspension. There shall be no reimbursement if the period of suspension occurs after expiration of the time allowed for completion of the work, exclusive of any extension of time because of avoidable delays.

### **3.5 Right of Contractor to Terminate Agreement**

3.5.1 Contractor, at his sole discretion, shall have the right to terminate the Agreement with General Subcontractor after giving five days written notice of termination to General Subcontractor in the event of any default by General Subcontractor.

3.5.2 It shall be considered a default by General Subcontractor whenever he shall:

3.5.2.1 Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

3.5.2.2 Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.

3.5.2.3 Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment thereof.

3.5.3 In the event of termination of the Agreement by Owner/Contractor because of default by General Subcontractor, Contractor may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means Contractor may select.

### **3.6 Emergency Protection**

3.6.1 In case of an emergency which threatens loss, damage, or injury to persons or property and which requires immediate action to remedy, in the absence of General Subcontractor's personnel, then and in that event, Contractor, with or without notice to General Subcontractor or his surety, may provide suitable protection to the said property and persons by causing such work to be done and such material to be furnished as shall provide such protection as Contractor may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by General Subcontractor. If the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due General Subcontractor.

- 3.6.2 The performance of such emergency work under the direction of Contractor shall in no way relieve General Subcontractor from any damages which may occur during or after such precaution has been taken by Contractor.

**3.7 Office of General Subcontractor at Site**

During the performance of this Contract, General Subcontractor shall maintain a suitable office at the site of the work as headquarters for the foreman or superintendent authorized to receive drawings, instructions, or other communications, articles, or items from Contractor or its agents. Any such thing given to the said foreman or superintendent or delivered to the office at the site of the work in General Subcontractor's absence shall be deemed to have been given to General Subcontractor. General Subcontractor shall have a telephone installed in this office.

**3.8 Attention to Work**

General Subcontractor shall supervise the work so that it shall be performed faithfully, and General Subcontractor shall at all times be represented by a competent superintendent or foreman who shall be present at the work and who shall receive and obey all instructions or orders given under this Contract. The representative shall have full authority to execute the same, and to supply materials, tools, and labor without delay; and shall be the legal representative of General Subcontractor. General Subcontractor shall be liable for the faithful observance of any instructions delivered to General Subcontractor or to General Subcontractor's authorized representative.

**3.9 Protection of Existing Structures**

Unless otherwise indicated on the Drawings or unless otherwise taken care of by Contractor thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by General Subcontractor. Should General Subcontractor, disturb, disconnect, or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by General Subcontractor.

**3.10 Protection of General Subcontractor's Work and Property**

- 3.10.1 General Subcontractor shall protect his work, supplies, and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever, until the completion and acceptance of the work.
- 3.10.2 Neither Owner/Contractor nor any of their officers, employees, or agents assumes any responsibility for collecting indemnity from any persons or person causing damage to the work of General Subcontractor.

**3.11 Surveys**

- 3.11.1 General Subcontractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, and elevations.

**3.12 Location of Utilities**

- 3.12.1 The elevation and location of all utilities shown on the Drawings were taken from public records. It shall be the duty of General Subcontractor to make final and exact determination of the location and extent of these utilities, and General Subcontractor will be liable for any expense resulting from damage to them.



- 3.12.2 Any expense incurred by General Subcontractor for repair of damage, relocation, or removal of underground on-site piping and utilities not shown on the Drawings or which cannot be reasonably inferred from visible above-ground features will be assumed by Contractor, providing that General Subcontractor uses reasonable care in his discovery and repair operations. General Subcontractor shall immediately notify Contractor of any facility discovered while performing work required by the Contract and which has not been identified on the Drawings.
- 3.12.3 Because of the nature of the work, minor adjustments may be required in new construction to meet existing conditions. Adjustments which may be accomplished without expense to General Subcontractor shall be made without additional cost to Owner/Contractor.

**3.13 Subcontractors**

- 3.13.1 General Subcontractor will be held responsible for lower-tier subcontractors' work, which shall be subject to the provisions of the Contract.
- 3.13.2 General Subcontractor shall perform not less than 30 percent of the value of all work embodied in this Contract with his own organization and the assistance of workers under General Subcontractor's immediate supervision. Furnishing and installing items of major equipment and excavated material disposal will be exempted from this requirement.
- 3.13.3 General Subcontractor shall notify Contractor in writing of the names of all subcontractors General Subcontractor proposes to employ on the Contract and shall not employ any subcontractors until Contractor's approval of such subcontractors has been obtained in writing.
- 3.13.4 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and Contractor. It shall be further understood that Contractor will have no direct relations with any subcontractor; any such necessary relations between Contractor and subcontractor shall be handled by General Subcontractor.
- 3.13.5 Should any subcontractor fail to perform in a satisfactory manner the work undertaken, such subcontract shall be terminated immediately by General Subcontractor upon notice from Contractor.

**3.14 Liability of General Subcontractor**

- 3.14.1 The mention of any specific duty or liability imposed upon General Subcontractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon General Subcontractor by this Contract, said reference to any specific duty or liability being made merely for the purpose of explanation.
- 3.14.2 General Subcontractor shall be responsible to Contractor for the acts and omissions of all employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with General Subcontractor.

**3.15 Assumption of Risks**

Until the completion and final acceptance by Contractor of all of the work under or implied by this Contract, the work shall be under General Subcontractor's care and charge and General Subcontractor shall be responsible for all portions of it, with the exception of those portions already under beneficial use by Owner. General Subcontractor shall rebuild, replace, repair, restore, and make good all injuries, damages, re-erection, and repairs occasioned or rendered necessary by causes of any nature whatsoever, to all or any portions of the work, except as otherwise stipulated.

**3.16 Responsibility for Damage**

General Subcontractor shall assume the defense of, and indemnify and save harmless Owner and each and every officer, employee, and agent thereof, and Contractor, from any and all loss, liability, or damage and from all suits, actions, damages, or claims of every name and description, to which Owner or any of its officers, employees, or agents, or Contractor, may incur or be subjected or put by reason of injury to persons or property in the execution of the work or resulting from negligence or carelessness on the part of General Subcontractor, his employees, subcontractor, or agents, in the delivery of materials and supplies; or by or on account of any act or omission of General Subcontractor, his employees, subcontractors, or agents, including, but not limited to, any failure to fulfill the terms of or comply with all laws and regulations which apply to this Contract; and should Subcontractor fail to promptly act to fulfill this obligation, then said Contractor shall have the right to estimate the amount of such damage and pay the same, and the amount so paid for such damage shall be deducted from the money due General Subcontractor under this Contract, or the whole or so much of the money due or to become due General Subcontractor under this Contract, as may be considered necessary by Contractor, shall be retained by Contractor until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to Contractor.

3.16.2. The rights of Contractor in control of the quality and completeness of the work under this Contract shall not make General Subcontractor an agent of Contractor. General Subcontractor's liability for all damages to persons or to public or private property, arising from General Subcontractor's execution of the work, shall not be lessened because of the existence, exercise, or nonexercise of such rights.

### **3.17 Acceptance of General Subcontractor's Plans**

The acceptance by Contractor of any drawing or any method of work proposed by General Subcontractor shall not relieve General Subcontractor of any responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by Contractor or any officer or employee thereof. General Subcontractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency of any plan or method so accepted. Such acceptance shall be considered to mean merely that Contractor has no objection to General Subcontractor's using, upon his own full responsibility, the plans or method proposed.

### **3.18 Suggestions to General Subcontractor**

Any plan or method of work suggested by Contractor to General Subcontractor, but not specified or required, if adapted or followed by General Subcontractor in whole or in part, shall be used at the risk and responsibility of General Subcontractor, and Contractor and Owner shall assume no responsibility therefore.

### **3.19 Cooperation with Owner and other Contractors**

Any difference or conflict which may arise between General Subcontractor and other contractors who may be performing work in behalf of Owner, or between General Subcontractor and workmen of Owner in regard to their work shall be adjusted and determined by Owner. If the work of General Subcontractor is delayed because of any acts or omissions of any other contractor of Contractor, General Subcontractor shall on that account have no claim against Contractor other than for an extension of time.

### **3.20 Authority of Contractor**

All work done under this Contract shall be done in accordance with the Contract Documents and in a good manner. To prevent disputes and litigation, Contractor shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract. Contractor shall decide all questions relative to the true construction, meaning, and intent of the Specifications and the Drawings; shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this Contract; and shall have the power to reject work or material which does not conform to the terms of

this Contract. Contractor's estimate and decision in all matters shall be a condition precedent to an appeal to Owner, or the right of General Subcontractor to receive, demand, or claim any money or other compensation under this Contract and a condition precedent to any liability on the part of Owner to General Subcontractor on account of this Contract. Whenever Contractor shall be unable to act, in consequence of absence or any other cause, then such person as Contractor or Owner shall designate shall perform any and all of the duties and be vested with any or all of the powers herein given to Contractor.

### **3.21 Inspection**

Properly authorized and accredited inspectors shall be considered the representatives of Contractor and shall be limited to the duties and power entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively under instructions of Contractor and to report any and all deviations from the Drawings, Specifications, and other Contract provisions which may come to their notice. Contractor representative shall have the right to order a portion or all of the work to which an Inspector is assigned stopped if, in Contractor's representative's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for Contractor to determine that the work will in fact proceed in due fulfillment of all contract requirements.

### **3.22 Observation of Completed Work**

3.22.1 If any work is covered up without being inspected by Contractor, it must, if required by Contractor in writing, be uncovered for examination and properly restored at General Subcontractor's expense.

3.22.2 Re-examination of any work may be directed by Contractor, and if so ordered in writing General Subcontractor shall remove or uncover such portions of the completed work as may be directed by Contractor at any time before acceptance of the work. After examination, General Subcontractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as extra work but, should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at General Subcontractor's expense.

### **3.23 Value Engineering**

The General Subcontractor may submit Value Engineering Change Proposals in accordance with FAR 52.248.3.

### **3.24 Disputes**

If any claim, controversy or dispute of any kind or nature whatsoever arises between Contractor and General Subcontractor and such dispute cannot be settled through negotiation, then any dispute shall be determined in appropriate legal proceedings, first through non-binding Alternative Dispute Resolution proceedings, if agreed to by the parties, then, if necessary, in a court of law, consistent with 3.25 Governing Law.

### **3.25 Governing Law**

This Subcontract shall be governed by the laws of the State of Indiana, excluding any conflicts of law provisions. General Subcontractor shall promptly pay and reimburse Contractor for all costs, expenses, damages, reasonable attorney's fees incurred by General Subcontractor which arise out of the performance or non-performance by the Contractor and/or the enforcement of the terms, conditions or obligations of the Subcontract or any bond (if any) furnished in connection therewith.

**3.26 Title to Materials Found**

Neither General Subcontractor, its subcontractors nor any of their representatives or employees shall have the right, title or interest in any water, soil, rock, gravel, sand, minerals, timber or any other materials obtained in the excavation or other Work performed under this Subcontract. Any materials found in the performance of Work which are thought to be of archeological or historical value shall be left in place and Contractor shall be notified immediately of the find. No further action shall be taken by General Subcontractor until directed by Contractor.

**4. MATERIALS, EQUIPMENT, AND WORKMANSHIP****4.1 General Quality of Materials**

All materials and equipment shall be new and of a quality equal to that specified.

**4.2 Quality in Absence of Detailed Specifications**

Whenever under this Contract it is provided that General Subcontractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration, in either situation, of the use to which they are to be put. In general, the work performed shall be in full conformity with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

**4.3 Materials and Equipment Specified By Name**

Any material or equipment indicated or specified by brand or trade name may also list at least one additional brand or trade name of comparable quality or utility followed by the words "or equal", except for those items of material or equipment which may be required by the Specifications to match others in use in an existing facility. General Subcontractor may offer any material or equipment which shall be equal in every respect to that specified, but written acceptance of such equipment or material shall be obtained from Contractor. The decision of Contractor shall be final.

**4.4 Approval of Materials and Equipment**

All materials and equipment offered to be furnished or furnished for the work are subject to inspection and approval or rejection by Contractor. Insofar as practicable, approval shall be obtained prior to purchase and delivery of materials and equipment to the site of the work.

**4.5 Removal of Condemned Materials, Structures, and Work**

General Subcontractor shall remove from the site of the work, without delay, all rejected materials, structures, or work of any kind brought to or incorporated in the work. Upon failure to do so, or upon failure to make satisfactory progress in so doing within two working days after the service of a written notice from Contractor, the rejected material or work may be removed by Contractor and the cost of such removal shall be taken out of the money that may be due or may become due General Subcontractor on account of or by virtue of this Contract. No such rejected material shall again be offered for use by General Subcontractor under this Contract.

**4.6 Sunday, Holiday, and Night Work**

No work shall be done between the hours of 6:00 p.m. and 7:00 a.m., Sundays or legal holidays, except such work as is necessary for the proper care and protection of work already performed or except in an emergency and, in any case, only with the permission of Contractor. It is understood, however, that night work may be established as a regular procedure by General Subcontractor if he first obtains the written permission of Contractor. Such permission may be revoked at any time by Contractor if General Subcontractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

**4.7 Records of Employees**

General Subcontractor and each subcontractor shall keep an accurate record showing the name, place of residence, occupation, per diem pay, and actual hours worked each day and each calendar week by each person employed in connection with the work. The records shall be available at any time to Contractor or his duly authorized representative.

**4.8 Final Guarantee**

- 4.8.1 All work shall be guaranteed by General Subcontractor for a period of one year from and after the date of acceptance of the work by Owner/Contractor.
- 4.8.2 If, within the guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of Contractor, is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, General Subcontractor shall, promptly upon receipt of notice from Owner/Contractor and without expense to Contractor, do the following:
  - 4.8.2.1 Bring to satisfactory condition every particular of all such guaranteed work and correct all defects therein.
  - 4.8.2.2 Make good all damage to the building, site, equipment, or contents thereof which, in the opinion of Contractor, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
  - 4.8.2.3 Make good any work, material, or equipment and contents of any building, structure, or site disturbed in fulfilling any such guarantee.
  - 4.8.2.4 Submit a work schedule showing the dates of starting and completing the repair work.
- 4.8.3 If General Subcontractor, after notice, fails to proceed to comply with the terms of this guarantee within 10 days, Contractor may have the defects corrected, and General Subcontractor and his surety shall be liable for all expense incurred. In case of emergency where, in the opinion of Contractor, delay would cause loss or damage, repairs may be started without notice being given to General Subcontractor, and General Subcontractor shall pay the cost thereof.
- 4.8.4 If minor repairs are made by Contractor without notice to General Subcontractor, or if Contractor personnel are used to assist General Subcontractor or an equipment supplier in making repairs to defective work, General Subcontractor will be billed for and shall pay the costs of the minor repairs and the costs associated with the use of Contractor personnel.
- 4.8.5 If General Subcontractor or the manufacturer considers it necessary to make the required repairs at the manufacturer's factory, General Subcontractor shall pay the cost of removing, crating, shipping, repairing, and re-installing the equipment.

- 4.8.6 All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Specifications or other papers forming a part of this Contract shall be subject to the terms of this paragraph during the first year of the life of each such guarantee. All special guarantees and manufacturers' warranties shall be assembled by General Subcontractor and delivered to Contractor, along with a summary list thereof, before the acceptance of the Work.

## **5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY**

### **5.1 Insurance**

General Subcontractor shall take out, pay for, and maintain throughout the duration of and specifically for this Contract the following insurance coverage:

#### **5.1.1 General Liability and Property Damage Insurance**

- 5.1.1.1 This insurance shall protect General Subcontractor from claims for bodily injury and property damage (except automotive equipment) which may arise because of the nature of the work or from operations under this Contract.

##### **5.1.1.2 For Owner and Contractor**

This separate policy of insurance shall name Owner, Contractor, their partners, officers, agents, and employees as insured. The original insurance policy shall be submitted for retention by Contractor. This separate policy shall provide coverage to said Owner, Contractor, and their partners, officers, agents, and employees with respect to said work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations. If said Owner, Contractor, and their partners, officers, agents, and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. No exclusions shall be permitted by endorsement with the exception of preparation or approval of maps and plans, opinions, reports, surveys, designs, or specifications.

##### **5.1.1.3 Amount of Coverage**

Each of the above general liability and property damage policies of insurance shall provide coverage in the following minimum limits of liability: \$3,000,000 for each occurrence of bodily injury with an aggregate limit of not less than \$6,000,000; \$1,000,000 for any one occurrence of property damage, with an aggregate limit of not less than \$3,000,000.

##### **5.1.1.4 Subcontractors**

The public liability and property damage insurance shall not be deemed to require General Subcontractor to have subcontractors named as co-insured in the policy of public liability and property damage, but the policy shall protect him from contingent liability which may arise from operations of his subcontractors. Also, General Subcontractor shall secure certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract to the same limits as is required by General Subcontractor. General Subcontractor shall submit copies of his subcontractors insurance certificates to Contractor as evidence of insurance coverage.

##### **5.1.1.5 Included Coverage**

The above public liability and property damage insurance shall also include the following coverage:



Premises - Operations - Escalators.

General Subcontractor's Protective (subcontractors to General Subcontractor).

Products - Completed Operations.

Personal Injury (false arrest, libel, wrongful eviction, etc.).

Broad Form Property Damage.

Explosion, Collapse, and Underground Damage (XCU). Exclusions deleted when applicable to operations performed by General Subcontractor or his subcontractors.

General Subcontractor Liability with respect to the hold harmless agreement as stated in Section 5.4.

#### 5.1.1.6 Comprehensive Automobile Liability

This insurance shall cover owned, hired, and other non-owned automobiles and shall protect General Subcontractor from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. The automobile insurance shall provide minimum limits of liability for bodily injury of \$500,000 for each person and \$1,000,000 each occurrence, and \$500,000 of property damage for each occurrence.

#### 5.1.1.7 Umbrella Policy

At the option of General Subcontractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required, and further provided that the umbrella policy minimum limits of coverage are \$3,000,000 per occurrence and \$6,000,000 aggregate. The umbrella coverage shall not apply to Owner's and Contractor's protective policy.

#### 5.1.2 Workmen's Compensation Insurance

Before beginning the work, General Subcontractor shall furnish to Contractor satisfactory proof that he has taken out, for the period covered by the work under this Contract, full workmen's compensation insurance for all persons whom he may employ in carrying out the work contemplated under this Contract. If the work of this Contract falls within the jurisdiction of the United States Longshoreman and Harbor Workers Compensation Act and liability falls under Admiralty and Railroad Employees Federal Liability Act, General Subcontractor shall extend his workmen's compensation insurance to provide and maintain in full force and effect insurance coverage under one or both of these Acts for the period covered by this Contract.

#### 5.1.3 Workmen's Occupational Diseases Insurance

Workmen's occupational diseases insurance shall be taken out covering all persons whom General Subcontractor may employ in carrying out the work required under this Contract.

#### 5.1.4 Pollution Liability Insurance

If services include excavation, transportation, or treatment, storage, or disposal of hazardous waste, then Subcontractor shall also maintain contractor's pollution liability insurance including coverage for sudden and accidental or gradual discharge of hazardous substances or toxic contaminants. The limits of liability of such insurance shall be not less than \$2,000,000 per occurrence.

## **5.2 Certificate of Insurance**

At the time of execution of the Contract, General Subcontractor shall file with Contractor a certificate of insurance in the form set forth herein. In those states where use of the pre-printed certificate insurance form is prohibited, General Subcontractor shall submit an approved form of certificate of insurance providing the coverage herein required. Each such policy and certificate shall be satisfactory to Contractor and shall be an endorsement precluding cancellation, reduction, or change in coverage without giving Contractor at least 30 days prior notice in writing. Nothing contained in the insurance requirements shall be construed as limiting the extent of General Subcontractor's responsibility for payment of damages resulting from his operations under this Contract.

## **5.3 Notification of Insurance Companies**

It is the responsibility of General Subcontractor to notify all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract. The insurance companies shall waive their right of notification by Contractor of any change or modification of this Contract, or of decreased or increased work, cancellation of this Contract, or any other acts by Contractor or its authorized employees or agents under the terms of this Contract. The waiver by the insurance companies shall in no way relieve the insurance companies of their obligations under this Contract.

## **5.4 Hold Harmless Agreement**

General Subcontractor shall indemnify and save harmless Owner, Contractor, and all of their partners, officers, agents, and employees from suits, actions, or claims of any character, particularly but not limited to those brought on account of injury, death, or damage received by any person, persons, or property resulting from the acts or omissions of General Subcontractor or any of his subcontractors directly in support of the work specifically directed under this Contract.

## **5.5 Patents**

5.5.1 Except as otherwise provided in these Control Documents, General Subcontractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. General Subcontractor agrees to indemnify and save harmless Owner, Contractor, and their duly authorized representatives or employees from all suits at law, or actions of every nature for, or on account of the use of, any patented materials, equipment, devices, or processes.

5.5.2 Should General Subcontractor, its agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, article, material, or appliance supplied or required to be supplied or used under this Contract, General Subcontractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, for review by Contractor. If Contractor should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such invention, article, material, or appliance as may by this Contract be required to be supplied, General Subcontractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Contractor and officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should General Subcontractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, Contractor shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due General Subcontractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

5.5.3 Except as otherwise provided in these Contract Documents, General Subcontractor shall pay all such royalties or other monies required to be paid.

**5.6 Laws To Be Observed**

General Subcontractor shall keep himself fully informed of all existing and future federal, state, county, and municipal laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or conduct of the Work or the rights, duties, powers, or obligations of Contractor or of General Subcontractor or which otherwise affect the Contract, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. General Subcontractor shall at all times observe and comply with, and shall cause all General Subcontractor agents, subcontractors, and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify Owner, its officers, agents, employees, and Contractor against any claim, loss, or liability arising or resulting from or based upon the violation of any such law, grievance, regulation, order, or decree, whether by himself or by his agents, subcontractors, or employees.

**5.7 Provisions of Law/Permits**

It is specifically provided that this Contract is subject to all the provisions of law/permits regulating and controlling the performance of work for Contractor, and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract Documents shall be physically amended to make the needed insertions or corrections.

**5.8 Deliveries to General Subcontractor**

Contractor or any of its agents or representatives may deliver to General Subcontractor any drawings, samples, notices, letters, communications, or other items by way of personal delivery to General Subcontractor, personal delivery to General Subcontractor's foreman or superintendent at the site of the work, or delivery to General Subcontractor's business address specified in the bid or specified in a written notice of changed address. Delivery to General Subcontractor's above mentioned business address or to General Subcontractor's office at the site of the work may be made either by personal delivery to such address or office or by sending the item to be delivered by way of the United States mail, postage prepaid.

**5.9 Assignment of Contract**

This Contract may not be assigned in whole or in part except upon the written consent of Contractor. Any assignment agreement shall be subject to review and approval by Contractor.

**5.10 Protection of Persons and Property**

5.10.1 General Subcontractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. General Subcontractor shall furnish such security guards, fences, warning signs, lights, and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by General Subcontractor, and if such property is damaged, injured, or destroyed by General Subcontractor, his employees, subcontractors, or agents, it shall be restored to a condition as good as when he entered upon the work at General Subcontractor's expense.

5.10.2 The duty of Contractor to conduct construction inspection of General Subcontractor's performance does not include any review of the adequacy of General Subcontractor's safety measures in, on, or near the construction site or sites. Contractor has not been

retained or compensated to provide design and construction review services relating to General Subcontractor's safety precautions or to means, methods, techniques, sequences, or procedures required for General Subcontractor to perform work.

## **5.11 Safety**

- 5.11.1 The contractor shall be solely and completely responsible for conditions of the job site, including safety of all employees and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor Occupational Safety and Health Act and any equivalent state laws, local ordinances, codes, and regulations. Where any of the laws, ordinances, codes, and regulations are in conflict, the most stringent requirements shall be followed. General Subcontractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with obligations and penalties set forth therein.
- 5.11.2 General Subcontractor understands and agrees that the nature of the work to be performed under these Contract Documents is potentially hazardous. In performance of work covered by these Contract Documents, the contractor shall, as minimum, satisfy all federal, state, and local statutes, regulations, and ordinances regarding health and safety, including medical record retention requirements.
- 5.11.3 For the duration of this contract, General Subcontractor shall develop and maintain a safety program which will effectively incorporate and implement all required safety provisions, including, but not limited to, provisions of the Site Safety Plan. General Subcontractor shall appoint a representative who is qualified and authorized to supervise and enforce compliance with the safety program and who shall be on site at all times when work is in progress.
- 5.11.4 Contractor shall not be responsible for review or approval of the adequacy of the contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.
- 5.11.5 As part of its safety program, the contractor shall provide at a designated place on the job site safety equipment needed for the work, as prescribed by the aforementioned authorities, and all articles necessary for giving first aid to the injured. General Subcontractor shall establish the procedures for the immediate removal and transportation of injured persons to a hospital or a doctor.
- 5.11.6 General Subcontractor shall file with Contractor three copies of employer's first report of injury or illness immediately following an incident requiring the filing of said report during the prosecution of the work under this Contract. General Subcontractor shall also furnish to Contractor three copies of the employer's first report of injury or illness involving any subcontractor on this project. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to Contractor.

## **5.12 Medical and Training Certification**

If project involves contact with hazardous wastes, General Subcontractor agrees to submit to Contractor a certification for each employee assigned to hazardous waste site field work that said employee has been medically certified by a physician for this type of work, including the use of respirator in accordance with the provisions of 29 CFR 1910.134 and that said employee has been properly trained for work on hazardous waste sites. All General Subcontractor's personnel engaged in field work must be trained for such activity. Training shall include, but not be limited to, use of personal protection equipment including respirators, decontamination, hazard recognition, safe operating procedures, and emergency response. Certification of employee medical status and training must be submitted to Contractor before an employee shall be permitted to enter a hazardous waste site under this contract.

**5.13 Liability Of Owner's Representatives And Officials**

No official or employee of Owner, nor Contractor, nor any authorized assistant or agent of any of them, shall be personally responsible for any liability arising from this Contract. Contractor shall not be responsible for construction means, methods, techniques, sequences and procedures, time of performance, or for safety precautions and programs in connection with construction work. Contractor shall not be responsible for General Subcontractor's failure to carry out the work in accordance with the construction Contract. Contractor shall not be responsible for acts or omissions of General Subcontractor, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

**6. PROGRESS AND COMPLETION OF WORK****6.1 Commencement of Contract Time; Notice to Proceed**

The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the thirtieth day after the effective date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

**6.2 Notice of Starting Work**

General Subcontractor shall notify Contractor in writing of his intention to start work at the site and shall provide 48 hours notice. In case of a temporary suspension of work he shall give reasonable notice before resuming work.

**6.3 Time of Completion**

General Subcontractor shall promptly begin the work and prosecute the same until the work under this Contract shall be completed and ready for full use within the time specified in the Agreement.

**6.4 Equipment and Methods**

The work under this Contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor, and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied in the Contract Documents. If at any time before or during the progress of the work, any part of General Subcontractor's plant or equipment or any of his methods of execution of the work appear to Contractor to be inefficient or inadequate to insure the required quality or rate of progress of the work, Contractor may order General Subcontractor to increase or improve his facilities or methods and General Subcontractor shall comply promptly with such orders. Neither compliance with such orders nor failure of Contractor to issue such orders shall relieve General Subcontractor from his obligation to secure the quality of the work and the rate of progress required. General Subcontractor alone shall be responsible for the safety, adequacy, and efficiency of his equipment and methods.

**6.5 Unfavorable Weather and Other Conditions**

General Subcontractor shall pursue only such portions of the work as shall not be damaged during unfavorable weather and other unfavorable conditions. No portions of the work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions, General Subcontractor shall be able to overcome them.

**6.6 Alterations, Deletions, and Extra Work**

- 6.6.1 Contractor reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by Contractor and, also, to make such alterations or deviations, additions to, or deletions from the work or the Drawings and Specifications as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Upon written order of Contractor, General Subcontractor shall proceed with the work as increased, decreased, or altered. Such work shall be considered a part of and subject to all terms and requirements of the Contract Documents.
- 6.6.2 Contractor is authorized to order, on behalf of Owner, minor changes in the work which do not involve extra cost to Owner and which do not change the character of the work.
- 6.6.3 No claim of General Subcontractor for extra compensation because of any change, alteration, deletion, addition, or extra work will be paid or be payable unless a written order for such change, alteration, deletion, addition, or extra work is signed by the authorized representative of Contractor. All adjustments, if any, in the Contract Price to be paid to General Subcontractor because of any such change, alteration, deletion, addition, or extra work shall be made only to the extent and in the manner provided under the paragraph "Payment For Extra Work and Work Deleted," Section 7.3 in these General Conditions. Such alterations shall in no way affect, vitiate, or make void this Contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this Contract.
- 6.6.4 In case of neglect or refusal by General Subcontractor to perform any extra work which may be authorized by Owner/Contractor or to make satisfactory progress in its execution, Contractor may employ any person or persons to perform such work and General Subcontractor shall not in any way interfere with or molest the person or persons so employed.
- 6.6.5 When any changes decrease the amount of work to be done, General Subcontractor shall not be entitled to any compensation or damages. Such changes shall not constitute a basis or reason for any claim by General Subcontractor for extra compensation or damages on account of any anticipated profits which he thereby loses on the omitted work.

## **6.7 Delays**

### **6.7.1 Avoidable Delays**

Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of General Subcontractor. Avoidable delays include delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified; reasonable loss of time resulting from the necessity of submitting drawings to Contractor for approval and from the making of surveys, measurements, and inspections; and such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by Contractor, which do not necessarily prevent the completion of the whole work within the time herein specified.

### **6.7.2 Unavoidable Delays**

Unavoidable delays in the prosecution or completion of the work under this Contract shall include all delays which may result through causes beyond the control of General Subcontractor and which General Subcontractor could not have provided against by the exercise of care, prudence, foresight, or diligence. So far as they necessarily interfere with General Subcontractor's completion of the work, the following will be considered unavoidable delays: orders issued by Contractor changing the amount of work to be done, the quantity of material to be furnished, or the manner in which the work is to be prosecuted;



failure of Owner to provide rights-of-way; and unforeseen delays in the completion of the work of other contractors under contract with Owner. Delays due to adverse weather conditions will not be regarded as unavoidable delays as General Subcontractor should understand that such conditions are to be expected and should plan work accordingly.

#### 6.7.3 Notice of Delays

6.7.3.1 Whenever General Subcontractor foresees any delay in the prosecution of the work or immediately upon the occurrence of any delay, General Subcontractor shall notify Contractor in writing of the probability of the occurrence of such delay and its cause in order that Contractor may determine whether the delay is to be considered avoidable or unavoidable, how long it may continue, and to what extent the prosecution and completion of the work are to be delayed by it.

6.7.3.2 After the completion of any part of the whole of the work, Contractor, in approving the amount due General Subcontractor, will assume that any and all delays which have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of Contractor at the time of their occurrence and later found by him to have been unavoidable. General Subcontractor shall make no claims that any delay not called to the attention of Contractor at the time of its occurrence has been an unavoidable delay.

### 6.8 Extension of Time

#### 6.8.1 For Unavoidable Delays

For delays which are unavoidable, as determined by Contractor, General Subcontractor will be allowed, if he applies for the same, an extension of time beyond the time specified for completion, proportionate to such unavoidable delay or delays, within which to complete the Contract, and General Subcontractor will not be charged, because of any extension of time for such unavoidable delay, any liquidated damages or engineering and inspection costs as are charged in the case of extensions of time for avoidable delays.

#### 6.8.2 For Avoidable Delay

6.8.2.1 If the work called for under this Contract is not finished and completed by General Subcontractor, in all parts and in accordance with all requirements, within the time specified for completion elsewhere in these Contract Documents, including extensions of time granted because of unavoidable delay; or if at any time prior to the expiration of said time it should appear to Contractor that General Subcontractor will be unable to finish and complete said work within said time; and if General Subcontractor's failure or inability to finish and complete said work as aforesaid within said time should be due, as determined by Contractor, to be avoidable delay or delays, then in that event Contractor, if it finds such to be for the best interest of Contractor, may, but will not be required to, grant to General Subcontractor an extension or extensions of time within which to finish and complete all said work.

6.8.2.2 In addition, if the time limit be so extended, Contractor shall charge to General Subcontractor and may deduct from the final payment for the work all engineering and inspection expenses incurred by Contractor in connection with the work during the period of such extension or extensions. The cost of final surveys and preparation of final estimates will not be included in such charges.

#### 6.8.3 Effect of Extension of Time

The granting of any extension of time on account of delays which in the judgment of Contractor are avoidable delays shall in no way operate as a waiver on the part of Owner/Contractor of its rights under this Contract.

#### **6.9 Proof of Compliance with Contract**

In order that Contractor may determine whether General Subcontractor has complied with those requirements of this Contract, where compliance is not readily ascertainable through inspection and tests of the work and materials, General Subcontractor shall, at any time requested, submit to Contractor properly authenticated documents or other satisfactory evidence as proof of his compliance with such requirements.

### **7. PAYMENTS TO CONTRACTOR**

#### **7.1 Invoicing/Progress Payments**

7.1.1 General Subcontractor shall submit invoices on a monthly basis for work completed during the previous month and in the identical line item format as set forth in the Contract Line Item Pricing Table in the Subcontract Agreement.

General Subcontractor shall, on the 20th day of each calendar month, together with a representative of Contractor, will review the quantities completed, per the bid schedule, since the last payment application was made. Following agreement by the Contractor, the General Subcontractor shall then prepare and submit a request for payment to both Sullivan and Tetra Tech. Payment forms will be supplied by Contractor. The number of copies to be submitted will be determined by Contractor after construction has started. General Subcontractor shall receive payment from Sullivan and Tetra Tech within 60 days after submitting approved payment application.

7.1.2 Upon presentation of certified copies of purchase bills and freight bills, Contractor will permit General Subcontractor to include in such monthly estimates payment for materials that will eventually be incorporated in the project, providing that such material is suitably stored at the site at the time of submission of the estimate for payment. At the time the next following monthly estimate is submitted, General Subcontractor shall submit certified copies of receipted purchase and freight bills for the stored materials included in the monthly payment estimate submitted the month before. If General Subcontractor fails to submit proof of payment with the monthly payment estimate, those items of stored materials for which no proof of payment has been submitted will be deleted from the current payment estimate. Such materials when so paid for by Contractor will become the property of Owner and, in case of default on the part of General Subcontractor, Owner may use or cause to be used by others these materials in construction of the project. However, General Subcontractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage General Subcontractor shall replace such lost or damaged materials at no additional cost.

7.1.3 Except as otherwise provided in the immediately preceding paragraph, the first estimate shall be of the value of the work done and of materials proposed and suitable for permanent incorporation in the work, delivered and suitably and safely stored at the site of the Work since General Subcontractor shall have begun the performance of this Contract. Every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate.

7.1.4 No estimate shall be required to be made when, in the judgment of Contractor, the total value of the work done and materials incorporated into the work under this Contract since the last preceding estimate amount to less than \$5,000.

7.1.5 The progress payment shall be signed by Contractor, and after such approval, Contractor will pay or cause to be paid an amount equal to the estimated value of the work performed less a retained amount in accordance with the following schedule:

7.1.5.1 Ten percent until construction is 100 percent complete.

7.1.5.2 After restoration of 60 percent of the properties are completed the retained amount will remain unchanged until all work has been completed, provided that General Subcontractor is making satisfactory progress and there is no specific cause for greater withholding.

7.1.5.3 When the project is substantially complete for operational or beneficial use as determined by Contractor, the retained amount will be only that necessary to assure completion of the Contract Work.

## **7.2 Payment for Extra Work and Work Deleted**

Whenever corrections, additions, or modifications in the work under this Contract change the amount of work to be done or the amount of compensation due General Subcontractor, except as provided for unit price items, Contractor will prepare a Change Order setting forth the extra work to be performed or work to be omitted. Such a Change Order will also set forth the method of computing the added or reduced compensation to be due General Subcontractor. The method of computing the added or reduced compensation will be determined under one or more of the following methods as selected by Contractor.

7.2.1 By an acceptable lump sum price proposal by General Subcontractor.

7.2.2 By force-account.

**7.3 Force-Account Payment**

- 7.3.1 When work is to be paid for on a force-account basis, General Subcontractor will be paid the costs for labor, materials, and equipment, plus a markup of 20 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. These markups shall constitute full compensation for overhead and profit.
- 7.3.2 It is understood that labor, materials, and equipment may be furnished by General Subcontractor, by a subcontractor, or by others on behalf of General Subcontractor. When the work is performed by forces other than General Subcontractor's organization, General Subcontractor shall reach agreement with such other forces as to the distribution of the payment made by Contractor for such work, and Contractor will make no additional payment.
- 7.3.3 The costs for labor, materials, and equipment will be determined as provided in the following paragraphs:
- 7.3.4 Labor
- 7.3.4.1 Whether the employer is General Subcontractor, subcontractor, or other forces, the actual wages used in performing the work will be the amount paid to workmen, foremen, and superintendents devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workmen for health and welfare, pension, vacation, and similar purposes.
- 7.3.4.2 Twenty percent will be added to the actual wages and shall constitute full compensation for all payments imposed by state and federal laws for workmen's compensation, public liability, and property damage insurance, and all other payments made to, or on behalf of, the workmen other than actual wages.
- 7.3.5 Materials
- 7.3.5.1 Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether General Subcontractor, subcontractor, or other forces, from the supplier thereof. If General Subcontractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, or if the cost of such materials is excessive, in the opinion of Contractor, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts.
- 7.3.5.2 Contractor reserves the right to furnish such materials as it deems advisable, and General Subcontractor shall have no claims for costs and profit on such materials.
- 7.3.6 Equipment
- 7.3.6.1 General Subcontractor will be paid for the rental rates of equipment as provided in the following paragraphs. Rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of rented equipment will be paid for as provided under "Labor," Section 7.4.4.
- 7.3.6.2 Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.

- 7.3.6.3 For the use of any equipment normally required for the Contract, regardless of whether the equipment is already on the work or is to be delivered to the work, and regardless of ownership and any rental or other agreement entered into by General Subcontractor for the use of such equipment, General Subcontractor will be paid as provided herein at the current local rental rates used by established distributors or equipment rental agencies.
- 7.3.6.4 Individual pieces of equipment not listed and having a replacement value of \$50 or less shall be considered to be tools or small equipment, and no payment will be made for their use on the work.
- 7.3.6.5 In computing the hourly rental of equipment, less than 30 minutes shall be considered one half hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or nonworking days.
- 7.3.6.6 The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed and, in addition, shall include the time required to move the equipment to the site of such force-account work and return it to its original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the force-account work on other than the force-account work. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made if the equipment is used at the site of the force-account work on other than the force-account work. For the use of equipment not required under the Contract and moved on the site and used exclusively for force-account work, General Subcontractor will be paid as provided above, except that the rental period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to General Subcontractor by Contractor. The minimum total rental time to be paid for the equipment moved on site shall be eight hours.

**7.3.7 Reporting and Invoicing**

All force-account work shall be reported daily and signed by General Subcontractor and Contractor; these daily reports shall thereafter be considered the true record of force-account work done. Completely detailed invoices covering the force-account work shall be submitted for payment not later than 15 days after the completion of the work. The charges for work performed by General Subcontractor, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Invoices substantiating charges from suppliers, vendors, and subcontractors shall be included with General Subcontractor's invoices. General Subcontractor shall permit examination of accounts, bills, and vouchers relating to the force-account work when requested by Contractor.

**7.4 Contractor's Right to Withhold Certain Amounts**

- 7.4.1 Contractor may withhold from payment to General Subcontractor, in addition to the retained percentage, such an amount or amounts as may be necessary to cover:
- 7.4.1.1 Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- 7.4.1.2 Defective work not remedied.
- 7.4.1.3 Failure of General Subcontractor to make proper payments to a subcontractor.

- 7.4.1.4 Reasonable doubt that this Contract can be completed for the balance then unpaid.
- 7.4.1.5 Damage to another contractor, where there is evidence thereof.
- 7.4.1.6 Excess cost of field engineering, inspection, and other expenses.
- 7.4.2 Owner/Contractor will disburse and shall have the right to act as agent for General Subcontractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment wherefrom. Contractor will render to General Subcontractor a proper accounting of all such funds disbursed on behalf of General Subcontractor.
- 7.4.3 Owner/Contractor also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final amount due General Subcontractor until it is satisfied that all subcontractors, material suppliers, and employees of General Subcontractor have been paid in full.

## **7.5 Payment for Uncorrected Work**

If any portion of the work done or material furnished under this Contract proves defective and not in accordance with the Contract Documents, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or wholly undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, Contractor shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed. Contractor shall determine deductions in the payments due or to become due General Subcontractor as may be just and reasonable, and Contractor may make such deductions in the payments due or to become due General Subcontractor as are just and reasonable for imperfect work.

## **7.6 Payment for Work by Contractor Following Termination of the Contract**

Upon termination of the Contract in accordance with "Right of Contractor to Terminate Agreement," no further payments shall be due General Subcontractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs, the excess shall be paid to General Subcontractor. If the cost of completing the work shall exceed the unpaid balance, General Subcontractor shall pay the difference to Contractor. The cost incurred by Contractor, as herein provided, and the damage incurred through General Subcontractor's default, shall be certified by Contractor.

## **7.7 Acceptance**

Any part of the work may be accepted in writing by Owner/Contractor when it shall have been completed in accordance with the terms of the Contract Documents as determined by Contractor. When the work is substantially completed, General Subcontractor shall notify Contractor, in writing, that the work will be ready for final inspections and tests on a date stated in such notice. The notice shall be given at least 10 days in advance of said date and shall be forwarded to Contractor. Owner/Contractor shall cause an inspection to be made in order to determine whether the work has been completed in accordance with the terms of the Contract Documents.

## **7.8 Final Estimate and Payment**

- 7.8.1 As soon as practicable after the final acceptance of the work by Owner/Contractor under this Contract, General Subcontractor shall make a final estimate of the amount of work done thereunder and the value thereof. Such final estimate shall be checked, approved, and signed by Contractor. After such approval, Contractor shall pay or cause to be paid to General Subcontractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other amounts as the



terms of this Contract prescribe. 7.8.2. Neither the final payment nor any part of the retained percentage shall become due until General Subcontractor shall deliver to Owner/Contractor a complete release of claims or liens arising out of this Contract or receipts in full in lieu thereof. If required General Subcontractor shall provide an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed. General Subcontractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner/Contractor to indemnify Owner/Contractor against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, General Subcontractor shall refund to Owner/Contractor all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

- 7.8.2 In the event Contractor does not receive final billing within 60 days of substantial completion, Contractor shall have no obligation to honor such invoices. In the event there is a dispute on any portion of the invoice, the Contractor may reject the entire invoice or pay only that portion of the invoice not in dispute.

IN120006 MOD 0 REVISED 01/13/12 IN6  
\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED ON 01/13/12\*\*\*\*\*  
General Decision Number: IN120006 01/06/2012

Superseded General Decision Number: IN20100006

State: Indiana

Construction Types: Heavy and Highway

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, Dearborn, Decatur, DeKalb, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lagrange, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White and Whitley Counties in Indiana.

\* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

ASBE0008-004 07/01/2011

DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES

Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 28.38	12.64
HAZARDOUS MATERIAL HANDLER (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from	

mechanical systems).....\$ 23.75      11.20

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ASBE0018-004 02/01/2011

BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE,  
FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON,  
MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY,  
TIPPECANOE, TIPTON, AND WARREN COUNTIES:

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR (includes  
application of all insulating  
materials, protective  
coverings, coatings and  
finishings to all types of  
mechanical systems).....\$ 31.98      13.85

HAZARDOUS MATERIAL HANDLER

(includes preparation,  
wetings, stripping, removal,  
scrapping, vacuuming, bagging  
& disposing of all  
insulation materials, whether  
they contain asbestos or not,  
from mechanical systems).....\$ 18.75      9.70

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ASBE0037-004 04/01/2011

DAVIESS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER,  
SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR (includes  
application of all insulating  
materials protective  
coverings, coatings an  
finishes to all types of  
mechanical systems. Also the  
application of firestopping,  
material openings and  
penetrations in walls,  
floors, ceilings, curtain  
walls and all lead abatement.)...\$ 28.56      13.55

HAZARDOUS MATERIAL HANDLER

(Includes preparation,  
wetting, stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials, whether

they contain asbestos or not,  
from mechanical systems).....\$ 19.35      10.35

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ASBE0041-002 07/01/2011

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,  
MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST  
INSULATOR (includes  
application of all insulating  
materials, protective  
coverings, coatings and  
finishings to all types of  
mechanical systems).....\$ 29.98      12.56  
HAZARDOUS MATERIAL HANDLER  
(includes preparation,  
wettings, stripping, removal,  
scrapping, vaccuming, bagging  
& disposing of all insulation  
materials, whether they  
contain asbestos or not, from  
mechanical systems).....\$ 18.70      9.70

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\* ASBE0051-003 10/01/2011

CLARKE, FLOYD, HARRISON and JENNINGS COUNTIES

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST  
INSULATOR (Includes  
application of all insulating  
materials, protective  
coverings, coatings and  
finishings to all types of  
mechanical systems).....\$ 24.67      10.92  
HAZARDOUS MATERIAL HANDLER  
(includes preparation,  
wettings, stripping, removal,  
scrapping, vaccuming, bagging  
& disposing of all insulation  
materials, whether they  
contain asbestos or not, from  
mechanical systems).....\$ 19.35      10.35

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ASBE0079-002 07/01/2008

RANDOLPH AND WAYNE COUNTIES

Rates      Fringes

# ASBESTOS WORKER/HEAT & FROST

INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....\$ 22.25 8.89

## HAZARDOUS MATERIAL HANDLER

(Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)).....\$ 22.60 9.40

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BRIN0003-001 06/01/2011

# INDIANAPOLIS

BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN and SHELBY COUNTIES

	Rates	Fringes
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Bricklayer, Stone Mason, Pointer, Caulking.....	\$ 29.75	10.23
TERRAZZO FINISHER.....	\$ 19.80	5.72
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
File & Marble Finisher.....	\$ 18.92	5.70
File, Marble Setter.....	\$ 28.90	9.23

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BRIN0004-004 06/01/2011

# FORT WAYNE

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:

	Rates	Fringes
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BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 28.06	11.88
Terrazzo Grinder Finisher.....	\$ 22.76	8.45
Terrazzo Worker Mechanic.....	\$ 27.52	10.10
File Setter & Marble Mason Mechanic.....	\$ 24.61	10.10
File, Marble & Terrazzo Finisher.....	\$ 19.59	8.45

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BRIN0004-009 06/01/2011

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO,  
OWENS, RIPLEY and SWITZERLAND COUNTIES

Rates Fringes

Bricklayer, Stonemason.....	\$ 27.20	9.76
TERRAZZO FINISHER.....	\$ 18.92	5.70
TERRAZZO WORKER/SETTER.....	\$ 29.50	9.33
Tile & Marble Finisher.....	\$ 19.80	5.72
Tile, Marble Setter.....	\$ 28.90	9.23

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BRIN0004-010 06/01/2011

Rates Fringes

BRICKLAYER

CLARK, FLOYD, & HARRISON  
COUNTIES

BRICKLAYERS, STONEMASONS AND CEMENT MASONS.....	\$ 24.11	10.07
TILE, MARBLE AND TERRAZZO WORKERS.....	\$ 22.64	6.05
POSEY, VANDERBURGH AND WARRICK COUNTIES		
BRICKLAYERS, MASONS.....	\$ 28.47	12.78
TILE, MARBLE AND TERRAZZO WORKERS.....	\$ 23.72	8.71

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BRIN0004-015 06/01/2011

TERRE HAUTE

CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE,  
PUTNAM, SULLIVAN, VERMILLION and VIGO COUNTIES

Rates Fringes

BRICKLAYER

BRICKLAYERS, STONE MASONS  
and POINTER/

CLEANER/CAULKER.....	\$ 29.40	10.95
CEMENT MASON (GREENE and SULLIVAN COUNTIES).....	\$ 27.05	10.95
CEMENT MASON (REMAINING COUNTIES).....	\$ 27.30	10.85
TERRAZZO FINISHERS.....	\$ 18.92	5.70
TERRAZZO WORKER.....	\$ 29.50	9.33
TILE AND MARBLE FINISHERS...	\$ 19.80	5.72
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....	\$ 28.90	9.23

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BRIN0004-016 06/01/2011